

Senate Bill 273

By: Senators Moody of the 27th, Kemp of the 46th, Johnson of the 1st and Mullis of the 53rd

AS PASSED SENATE

**A BILL TO BE ENTITLED
AN ACT**

1 To amend Title 50 of the Official Code of Georgia Annotated, relating to state government,
2 so as to provide for the comprehensive regulation of public-private infrastructure projects;
3 to provide for a short title; to provide for definitions; to provide for legislative intent; to
4 provide for contracting authority; to provide for procedures, conditions, and limitations with
5 respect to approval of qualifying projects and selection of proposals; to provide for powers,
6 duties, and responsibilities of project operators; to provide for default; to provide for
7 remedies; to provide for property dedication; to provide for condemnation; to provide for
8 exercise of police powers; to provide for funding; to provide for exemptions from regulation;
9 to provide for construction of provisions; to provide for related matters; to repeal conflicting
10 laws; and for other purposes.

11 **BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:**

12 **SECTION 1.**

13 Title 50 of the Official Code of Georgia Annotated, relating to state government, is amended
14 by adding a new chapter at the end thereof to be designated Chapter 36 to read as follows:

15 **"CHAPTER 36**

16 **50-36-1.**

17 This chapter may be cited as the 'Georgia Public-Private Infrastructure Act of 2003.'

18 **50-36-2.**

19 As used in this chapter, the term:

20 (1) 'Affected local jurisdiction' means any county or municipality of this state in which
21 all or any portion of a qualifying project is located or is proposed to be located.

22 (2) 'Comprehensive agreement' means the comprehensive agreement between the
23 operator and the responsible public entity required by Code Section 50-36-7.

1 (3) 'County' means any county created under the Constitution or laws of this state.

2 (4) 'Develop' or 'development' means to plan, design, develop, finance, acquire, install,
3 construct, equip, maintain, improve, modify, expand, repair, or operate.

4 (5) 'Facility' means the following or any combination of two or more of the following:

5 (A) Environmental facilities as defined by paragraph (5) of Code Section 50-23-4;

6 (B) Any road, bridge, tunnel, overpass, ferry, airport, mass transit facility, vehicle
7 parking facility, port facility, or similar commercial facility used for the transportation
8 of persons or goods, together with any other property, buildings, structures, parking
9 areas, appurtenances, and facilities needed to operate such facility, including any major
10 transportation facility as defined by paragraph (3) of Code Section 32-2-3, and any
11 facility for other transportation purposes as defined by paragraph (18) of Code Section
12 32-1-3;

13 (C) Any education facility, including, but not limited to a school building, any
14 functionally related and subordinate facility and land to a school building, including any
15 stadium or other facility primarily used for school events, and any depreciable property
16 provided for use in a school facility that is operated as part of a public school system
17 or as an institution of higher education;

18 (D) Any building or facility for principal use by any public entity and any
19 improvements and equipment necessary to enhance public safety and security of
20 buildings or facilities to be principally used by a public entity;

21 (E) Utility and telecommunications and other communications infrastructure;

22 (F) Any recreational facility; and

23 (G) Any project which any public entity is authorized to construct, erect, acquire, own,
24 repair, remodel, maintain, add to, extend, improve, equip, operate, or manage, under
25 applicable provisions of the Constitution or laws of this state.

26 (6) 'Lease' shall mean a capital lease, operating lease, rental agreement, usufruct, sale and
27 leaseback, or any other lease agreement concerning real or personal property and any
28 right, title, or interest therein.

29 (7) 'Lease payments' means rental payments pursuant to a lease.

30 (8) 'Material default' means any default by the operator in the performance of its duties
31 under subsection (e) of Code Section 50-36-8 that jeopardizes adequate service to the
32 public from a qualifying project and remains unremedied after the responsible public
33 entity has provided notice to the operator and a reasonable cure period has elapsed.

34 (9) 'May' means permission and not command.

35 (10) 'Municipality' means any city or town in this state.

36 (11) 'Operator' means any person, other than a public entity, responsible for development
37 of any and all of the stages of a qualifying project, or any portion thereof.

(12) 'Person' means any individual, and any corporation, limited partnership, general partnership, limited liability company, joint venture, business trust, or other business entity.

(13) 'Public entity' means this state and any agency or authority thereof, any county or municipality of this state, any local water or sewer or sanitary district, and any state, regional or local government, authority, joint authority, public corporation, department, board or political subdivision, or agency or instrumentality of the foregoing, existing or created pursuant to the Constitution and laws of this state.

(14) 'Qualifying project' means any facility or combination of two or more facilities for which development approval is sought pursuant to Code Section 50-36-5.

(15) 'Responsible public entity' means a public entity that has the power to plan, design, develop, finance, acquire, install, construct, equip, maintain, improve, expand, repair, or operate the applicable qualifying project.

(16) 'Revenues' means all revenues, income, earnings, user fees, lease payments, or service payments arising out of or in connection with a qualifying project, including without limitation moneys received as grants or otherwise from the United States of America, from any public entity, or from any agency or instrumentality of the foregoing in aid of such project.

(17) 'Service contract' means a contract entered into between a public entity and the operator pursuant to Code Section 50-36-7.

(18) 'Service payments' means payments pursuant to a service contract.

(19) 'State' means the State of Georgia.

(20) 'User fees' mean the rates, rents, tolls, fees, or other charges imposed by the operator of a qualifying project for use of all or a portion of such qualifying project pursuant to a comprehensive agreement.

50-36-3.

(a) The General Assembly finds and declares that:

(1) It is essential for the economic, social, and environmental well-being of this state and the maintenance of a high quality of life that the citizens of this state have an efficient transportation system and adequate environmental and public facilities;

(2) The availability of adequate qualifying projects is an important element of the ability of public entities to provide for the continuing economic growth that afford jobs for this state's citizens;

(3) Because this state and its political subdivisions have limited resources to fund the development of qualifying projects, alternative funding sources must be developed to supplement public revenue sources;

(4) Allowing public entities to contract with private entities for the development of qualifying projects will provide significant public benefits to the citizens of this state by making available additional transportation, environmental, and public facilities to the general public while minimizing the need for additional public tax revenues needed therefor; and

(5) Because financial incentives exist under state and federal tax provisions to promote public entities entering into contractual arrangements with private entities for the development of qualifying projects, it is in the public interest and for the public benefit and good to facilitate the provision of qualifying projects through the collaborative efforts of public and private entities and to remove general law impediments to such arrangements.

(b) It is the intent of this chapter, among other things, to facilitate innovative federal, state, and local financing mechanisms and private capital and other funding sources that support the development of qualifying projects, including, without limitation, grants, direct loans, credit enhancements, and other measures authorized by the federal Intermodal Surface Transportation Efficiency Act of 1991 and any successor or similar legislation, to the end that financing for qualifying projects be expanded and accelerated to improve and add to the convenience of the public, such that public and private entities may have the greatest possible flexibility in contracting with each other for the provision of the public services that are the subject of this chapter.

50-36-4.

Any county, municipality, or public entity is authorized to contract with an operator to develop one or more qualifying projects pursuant to the provisions of this chapter.

50-36-5.

Any operator seeking authorization under this chapter to develop a qualifying project shall first obtain approval of the responsible public entity as follows:

(1) An operator may request approval of a qualifying project by the responsible public entity. Any such request shall be accompanied by the following material and information unless waived by the responsible public entity:

(A) A topographic map (1:2,000 or other appropriate scale) indicating the location of the qualifying project;

(B) A description of the qualifying project, including the conceptual design of such facility or facilities or a conceptual plan for the provision of services, and a schedule for the initiation of and completion of the qualifying project to include the proposed major responsibilities and timeline for activities to be performed by both the public entity and the operator;

(C) A statement setting forth the method by which the operator proposes to secure any necessary property interests required for the qualifying project. The statement shall include:

- (i) The names and addresses, if known, of the current owners of the property needed for the qualifying project;
- (ii) The nature of the property interests to be acquired; and
- (iii) Any property that the responsible public entity will be asked to condemn;
- (D) A listing describing any current plans for development of facilities to be used by a public entity that are similar to the qualifying project being proposed by the operator, if any, of each affected local jurisdiction;
- (E) A list of all known significant permits and approvals required for the qualifying project from local, state, or federal agencies and a projected schedule for obtaining such permits and approvals;
- (F) A list of public utility facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the operator to accommodate such crossings;
- (G) A statement setting forth the operator's general plans for financing the qualifying project, including the sources of funds;
- (H) The names and addresses of the persons who may be contacted for further information concerning the request;
- (I) User fees, lease payments, and service payments over the term of the comprehensive agreement provided for by Code Section 50-36-7, and the methodology and circumstances for changes to such user fees, lease payments, and service payments over time; and
- (J) Such additional material and information as the responsible public entity may reasonably request;
- (2) The responsible public entity may request proposals or invite bids from private entities for the development of qualifying projects;
- (3) Any operator requesting approval from, or submitting a proposal to, a responsible public entity pursuant to this Code section shall notify each affected local jurisdiction that is not a responsible public entity for the qualifying project by furnishing a copy of its request or proposal to such jurisdiction. Each such affected local jurisdiction may, within 60 days after receiving such notice, submit comments in writing on the proposed qualifying project to the responsible public entity or entities and indicate whether the facility is compatible with such jurisdiction's local comprehensive plan, local infrastructure development plans, capital improvements budget, or other government spending plan. Such comments shall be reviewed and considered by the responsible public entity prior to entering a comprehensive agreement pursuant to Code Section 50-36-7 with such operator;
- (4) Once any unsolicited proposal submitted by an operator pursuant to the provisions of this Code section is received by the responsible public entity and deemed thereby to meet all legal and policy requirements for initial review, within 30 days thereof the responsible public entity shall publish in the legal organ for that responsible public entity, or on such electronic website providing for general public access as the responsible public entity may develop for such purpose, a notice accepting such proposal for initial

1 review, providing a general description of the proposed qualifying project, and inviting
2 others to submit competing proposals. The description of the proposed qualifying project
3 shall include an outline of the general nature and scope of the unsolicited proposal,
4 including the location of the proposed qualifying project, and specify the address to
5 which any letters of intent to submit a competing proposal and the competing proposals
6 themselves must be submitted. The responsible public entity shall advertise such notice
7 for a period of 30 days. If the responsible public entity advertises such notice in its legal
8 organ, the notice shall be published at least twice with the first notice to be published 30
9 days prior to the expiration of the advertisement period. The second publication of the
10 notice shall occur at least two weeks following the publication of the initial notice. In the
11 event an electronic website is used for the purpose of publishing such notice, the
12 responsible public entity shall maintain the notice on such website continuously for the
13 30 day period. Any person who elects to submit a competing proposal for the proposed
14 qualifying project to the responsible public entity shall submit a written letter of intent
15 to do so by no later than 30 days after the responsible public entity's initial publication
16 of the notice. Any letter of intent received by the responsible public entity after the
17 expiration of the 30 day period shall not be valid and any competing proposal submitted
18 thereafter by a person who has not submitted a timely letter of intent shall not be
19 considered by the responsible public entity and shall be returned to the person who did
20 not submit a letter of intent by the deadline. For those persons who elect to submit a
21 competing proposal and submit a timely letter of intent with the responsible public entity,
22 any such competing proposal shall be submitted to the responsible public entity by no
23 later than 90 days after the responsible public entity's initial publication of the notice
24 required by this Code section. Only those competing, compliant proposals submitted by
25 such deadline shall be considered by the responsible public entity.

26 (5) The responsible public entity shall take appropriate action to protect trade secrets and
27 other confidential, privileged, and proprietary information obtained from an operator,
28 including, but not limited to, information which is exempt from disclosure under the
29 federal or any state Freedom of Information Act. Trade secrets and other confidential,
30 privileged and proprietary information submitted in connection with a qualifying project
31 shall be deemed to be required by law to be submitted to a government agency pursuant
32 to the provisions of Article 4 of Chapter 18 of Title 50. The responsible public entity is
33 authorized to enter into confidentiality agreements in connection with any comprehensive
34 agreement, service contract, lease, or other agreement for a qualifying project; and

35 (6) The responsible public entity may charge a reasonable fee to cover the costs of
36 processing, reviewing, and evaluating a request submitted pursuant to the provisions of
37 this Code section, including, without limitation, reasonable attorney's fees and fees for
38 financial and other necessary advisers or consultants.

39 50-36-6.

1 (a) The responsible public entity may grant approval of the development of the qualifying
2 project if the responsible public entity determines that such project serves the public
3 purpose of this chapter. The responsible public entity may determine that the development
4 of the qualifying project as a qualifying project serves such public purpose if:

5 (1) There is a public need for or benefit derived from the qualifying project of the type
6 the operator proposes as a qualifying project;

7 (2) The estimated cost of the qualifying project is reasonable in relation to similar
8 facilities; and

9 (3) The operator's plans will result in the timely planning, design, development,
10 financing, acquisition, installation, construction, equipping, maintenance, improvement,
11 expansion, repair, or operation of the qualifying project.

12 (b) The approval of the responsible public entity shall be subject to the operator's entering
13 into a comprehensive agreement pursuant to Code Section 50-36-7 with the responsible
14 public entity. In connection with its approval of the qualifying project, the responsible
15 public entity shall establish a date for the commencement of activities related to the
16 qualifying project. The responsible public entity may extend such date from time to time.

17 (c) Proposals for qualifying projects submitted pursuant to paragraph (1) of Code Section
18 50-36-5 shall be selected without regard to Part 1 of Article 3 of Chapter 5 of this title,
19 Chapter 10 of Title 36, any interpretations, regulations, or guidelines of the Department of
20 Administrative Services relating thereto, and any other contracting requirements in this
21 state which would require that qualifying projects be let by public competitive bid.

22 (d) Each proposal for a qualifying project shall be weighed by the responsible public entity
23 on its own merits and, if the responsible public entity has requested proposals or invited
24 bids for the qualifying project, competing proposals shall be evaluated in light of any
25 selection criteria stipulated in such request or invitation.

26 (e) Responsible public entities shall not be required to select the proposal with the lowest
27 price offer, but may consider price as one factor in evaluating proposals received. Other
28 factors that the responsible public entity may consider include the proposed cost of the
29 qualifying project, the general reputation, industry experience and financial capacity of the
30 operator, the proposed design of the qualifying project, the time schedule proposed for
31 completion of the project, local citizen and government concerns, benefits to the public, the
32 operator's compliance with a minority business enterprise participation plan or good faith
33 effort to comply with the goals of such a plan, the operator's plans to employ local
34 contractors and residents, and other criteria that the responsible public entity deems
35 appropriate.

36 50-36-7.

37 (a) Prior to developing the qualifying project, the operator shall enter into a comprehensive
38 agreement with the responsible public entity. If it shall be deemed necessary or appropriate
39 by the operator and the responsible public entity, any other private entity or public entity
40 may join in the execution of or become a party to the comprehensive agreement in

1 furtherance of the purposes of this chapter. The comprehensive agreement shall provide
2 for:

3 (1) Delivery of maintenance, performance, and payment bonds or letters of credit in
4 connection with the development of the qualifying project, in the forms and amounts
5 satisfactory to the responsible public entity;

6 (2) Review of plans and specifications for the qualifying project by the responsible
7 public entity and approval by the responsible public entity if the plans and specifications
8 conform to standards acceptable to the responsible public entity. This requirement shall
9 not be construed as mandating that the operator complete design of a qualifying project
10 prior to the execution of a comprehensive agreement;

11 (3) Inspection of the qualifying project by the responsible public entity to ensure that the
12 operator's activities are acceptable to the responsible public entity in accordance with the
13 provisions of the comprehensive agreement;

14 (4) Maintenance by the operator of a policy or policies of public liability insurance in an
15 amount appropriate to protect the qualifying project's viability and in a form reasonably
16 satisfactory to the responsible public entity;

17 (5) Monitoring of the practices of the operator by the responsible public entity to ensure
18 that the qualifying project is properly maintained;

19 (6) Reimbursement to be paid to the responsible public entity for services provided by
20 the responsible public entity;

21 (7) An appropriate return on investment to the operator; and

22 (8) Filing, upon the written request of the responsible public entity, of appropriate
23 financial statements of the operator with such entity.

24 (b) The comprehensive agreement shall provide for such user fees, lease payments, or
25 service payments as may be established from time to time by agreement of the parties. A
26 copy of any lease or service contract shall be filed with the responsible public entity. In
27 negotiating user fees under this subsection, the parties shall establish payments or fees that
28 are the same for persons using the facility under like conditions. The execution of the
29 comprehensive agreement or any amendment thereto shall constitute conclusive evidence
30 that the user fees, lease payments, or service payments provided for comply with this
31 chapter. User fees or lease payments established in the comprehensive agreement as a
32 source of revenues may be in addition to, or in lieu of, service payments.

33 (c) In the comprehensive agreement, the responsible public entity may, to the fullest extent
34 permitted by applicable law, indemnify the operator for design and construction liability
35 where the responsible public entity has approved relevant design and construction plans.

36 (d) The comprehensive agreement shall incorporate the duties of the operator under this
37 chapter and may contain such other terms and conditions that the responsible public entity
38 determines serve the public purpose of this chapter. Without limitation, the comprehensive
39 agreement may contain provisions under which the responsible public entity agrees to
40 provide notice of default and cure rights for the benefit of the operator and the persons
41 specified therein as providing financing for the qualifying project. The comprehensive

1 agreement may contain such other lawful terms and conditions to which the operator and
2 the responsible public entity mutually agree, including, without limitation, provisions
3 regarding unavoidable delays or provisions providing for a grant or loan of public funds
4 to the operator to develop one or more qualifying projects. The comprehensive agreement
5 may also contain provisions where the authority and duties of the operator under this
6 chapter shall cease, and the qualifying project is dedicated to the responsible public entity
7 or, if the qualifying project was initially dedicated by an affected local jurisdiction, to such
8 affected local jurisdiction for public use.

9 (e) The comprehensive agreement may extend for any period as determined by the
10 responsible public entity notwithstanding the provisions of Code Section 36-60-13 or any
11 other provision of law. The comprehensive agreement shall not impose any debt upon a
12 municipality unless that debt is incurred in conformity with Article IX, Section V of the
13 Constitution of this state.

14 (f) Any changes in the terms of the comprehensive agreement, as may be agreed upon by
15 the parties from time to time, shall be added to the comprehensive agreement by written
16 amendment.

17 (g) In addition to any authority otherwise conferred by law, and in addition to or as an
18 element of the comprehensive agreement provided for herein, any public entity may
19 contract with an operator for the delivery of services to be provided as part of a qualifying
20 project in exchange for such service payments and other consideration as such public entity
21 may deem appropriate.

22 50-36-8.

23 (a) The operator shall have all power allowed by law generally to an entity having the
24 same form of organization as the operator and shall have the power to develop the
25 qualifying project and collect lease payments, impose user fees, or enter into service
26 contracts in connection with the use thereof.

27 (b) The operator may own, lease, or acquire any other right to use or operate the qualifying
28 project.

29 (c) The operator shall have the powers described in Code Section 50-36-14 with respect
30 to the financing of any qualifying project.

31 (d) In operating the qualifying project, the operator may:

32 (1) Make classifications according to reasonable categories for assessment of user fees;
33 and

34 (2) With the consent of the responsible public entity, make and enforce reasonable rules
35 to the same extent that the responsible public entity may make and enforce rules with
36 respect to similar facilities.

37 (e) The operator shall:

38 (1) Develop the qualifying project in a manner that is acceptable to the responsible
39 public entity, all in accordance with the provisions of the comprehensive agreement;

(2) Keep the qualifying project open for public use at all times, or as appropriate based upon the use of the facility, after its initial opening upon payment of the applicable user fees, lease payments, or service payments, provided that the qualifying project may be temporarily closed because of emergencies or, with the consent of the responsible public entity, to protect the safety of the public or for reasonable construction or maintenance procedures;

(3) Maintain, or provide by contract for the maintenance of, the qualifying project, if required by the comprehensive agreement;

(4) Cooperate with the responsible public entity in making best efforts to establish any interconnection with the qualifying project requested by the responsible public entity; and

(5) Comply with the provisions of the comprehensive agreement, any lease, and any service contract.

(f) Nothing shall prohibit an operator of a qualifying project from providing additional services for or from the qualifying project to public or private entities other than the responsible public entity so long as the provision of additional service does not impair the operator's ability to meet its commitments to the responsible public entity pursuant to the comprehensive agreement.

(g) The operator's authority and duties under this chapter shall terminate on the date set forth in the comprehensive agreement. Upon termination, the authority and duties of the operator under this chapter shall cease, and the qualifying project may be dedicated to the responsible public entity or, if the qualifying project was initially dedicated by an affected local jurisdiction, to such affected local jurisdiction for public use.

50-36-9.

(a) In the event of a material default by the operator, the responsible public entity may elect to assume the responsibilities and duties of the operator of the qualifying project, and in such case, it shall succeed to all of the right, title, and interest in such qualifying project, subject to any liens on revenues previously granted by the operator to any person providing financing therefor.

(b) Any responsible public entity having the power of condemnation under state law may exercise such power of condemnation to acquire the qualifying project in the event of a material default by the operator. Any person who has provided financing for the qualifying project and the operator, to the extent of its capital investment, may participate in the condemnation proceedings with the standing of a property owner.

(c) In the event of a material default by the operator, the responsible public entity may terminate the comprehensive agreement and exercise any other rights and remedies that may be available to it at law or in equity.

(d) In the event of a material default by the operator, the responsible public entity may make or cause to be made any appropriate claims under the maintenance, performance, or payment bonds or lines of credit required by paragraph (1) of subsection (a) of Code Section 50-36-7.

(e) In the event the responsible public entity elects to take over a qualifying project pursuant to subsection (a) of this Code section, the responsible public entity may operate and maintain the qualifying project, impose user fees, impose and collect lease payments and service payments for the use thereof, and comply with any lease and service contracts as if it were the operator. Any revenues that are subject to a lien shall be collected for the benefit of and paid to secured parties, as their interests may appear, to the extent necessary to satisfy the operator's obligations to secured parties, including the maintenance of reserves. Such liens shall be correspondingly reduced and, when paid off, released. Before any payments to, or for the benefit of, secured parties, the responsible public entity may use revenues to pay current operation and maintenance costs of the qualifying project, including compensation to the responsible public entity for its services in operating and maintaining the qualifying project. The right to receive such payment, if any, shall be considered just compensation for the qualifying project. The full faith and credit of the responsible public entity shall not be pledged to secure any financing of the operator by the election to take over the qualifying project. Assumption of operation of the qualifying project shall not obligate the responsible public entity to pay any obligation of the operator from sources other than revenues.

50-36-10.

Any public entity may dedicate any property interest of any type held by such entity, including land, improvements, and tangible personal property, for public use in a qualifying project if it finds that so doing will serve the public purpose. In connection with such dedication, a public entity may convey any property interest that it has, subject to the conditions imposed by general law, to the operator subject to the provisions of this chapter, for such consideration as such public entity may determine. The aforementioned consideration may include, without limitation, the agreement of the operator to operate the qualifying project.

50-36-11.

At the request of the operator, the responsible public entity may exercise any power of condemnation in the manner provided by law for the purpose of acquiring any property or interests therein to the extent that the responsible public entity finds that such action serves the public purpose of this chapter.

50-36-12.

All peace officers of this state and of each affected local jurisdiction shall have the same powers and jurisdiction within the limits of such qualifying project as they have in their respective areas of jurisdiction and such peace officers shall have access to the qualifying project at any time for the purpose of exercising such powers and jurisdiction.

50-36-13.

(a) Any financing of a qualifying project may be in such amounts and upon such terms and conditions as may be determined by the parties to the comprehensive agreement. Without limiting the generality of the foregoing, the operator and the responsible public entity may utilize any and all funding resources available to them and may, to the fullest extent permitted by applicable law, issue debt, equity or other securities or obligations, enter into leases and secure any financing with a pledge of, security interest in, or lien on, any or all of its property, including all of its property interests in the qualifying project.

(b) The responsible public entity may take any action to obtain federal, state, or local assistance for a qualifying project that serves the public purpose of this chapter and may enter into any contracts required to receive such assistance. If the responsible public entity is a state agency, any funds received from the state or federal government or any agency or instrumentality thereof shall be subject to appropriation as provided by the Constitution and laws of this state. The responsible public entity may determine that it serves the public purpose of this chapter for all or any portion of the costs of a qualifying project to be paid, directly or indirectly, from the proceeds of a grant or loan made by the federal, state, or local government or any agency or instrumentality thereof.

(c) The responsible public entity may agree to make grants or loans to the operator from time to time from amounts received from the federal, state, or local government or any agency or instrumentality thereof.

50-36-14.

A qualifying project operated pursuant to a comprehensive agreement authorized under this chapter shall not be subject to regulation as to user fees, toll amounts, or any other matters by the Public Service Commission, the Department of Transportation, the State Road and Tollway Authority, or the Georgia Environmental Facilities Authority, except those matters related to the regulation of safety or hazardous materials as provided for in Title 46.

50-36-15.

(a) Nothing in this chapter shall be construed as or deemed a waiver of the sovereign immunity of this state, any responsible public entity, or any affected local jurisdiction or any officer or employee thereof with respect to the participation in, or approval of all or any part of the qualifying project or its operation, including but not limited to interconnection of the qualifying project with any other infrastructure or project. Counties and municipalities in which a qualifying project is located shall possess sovereign immunity with respect to its design, construction, and operation.

(b) Nothing in this chapter shall be construed to enlarge or diminish the authority or responsibility of the Federal Highway Administration, the Georgia Regional Transportation Authority, the Environmental Protection Division of the Department of Natural Resources, the Metropolitan North Georgia Water Planning District, the Department of Community Affairs, or any other federal or state agency to conduct any statutorily mandated reviews

1 of and grant approvals relating to any proposed qualifying project and the contracts,
2 agreements, and expenditures relating thereto.

3 (c) Nothing in this chapter or in a comprehensive agreement entered into pursuant to this
4 chapter shall be deemed to enlarge, diminish, or affect the constitutional debt limits of
5 counties, municipalities, or the state, pursuant to Article VII or Article XI of the
6 Constitution of this state.

7 (d) Except as specifically provided herein, nothing in this chapter or in a comprehensive
8 agreement entered into pursuant to this chapter shall be deemed to enlarge, diminish, or
9 affect the powers of a responsible public entity otherwise granted to such entity pursuant
10 to the Constitution and the laws of this state.

11 (e) This chapter shall be deemed to provide an additional and alternative method for the
12 doing of the things authorized hereby and shall be regarded as supplemental and additional
13 to powers conferred by other laws and shall not be regarded as in derogation of any powers
14 now existing.

15 (f) This chapter, being for the welfare of this state and its inhabitants, shall be liberally
16 construed to effect the purposes hereof, and insofar as this chapter may be inconsistent with
17 the provisions of any other law, including the charter of any municipal corporation, this
18 chapter shall be controlling. No proceeding or publication not required by this chapter or
19 applicable law shall be necessary to the performance of any act authorized in this chapter,
20 nor shall any such act be subject to referendum unless otherwise provided for by law."

21 **SECTION 2.**

22 All laws and parts of laws in conflict with this Act are repealed.